

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA**

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State of Oklahoma, et al.,

Plaintiffs,

v.

Tyson Foods, Inc., et al.,

Defendants.

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05-CV-0329 GKF-SAJ

**SECOND DECLARATION OF TODD  
WALKER IN SUPPORT OF THE  
CARGILL DEFENDANTS' MOTION  
FOR SUMMARY JUDGMENT**

I, TODD WALKER, declare as follows:

1. I am one of the attorneys representing defendants Cargill, Inc. ("Cargill") and Cargill Turkey Production, LLC ("CTP") in the above-captioned case.

2. I make this declaration based on my personal knowledge of the facts below and in support of Cargill's and CTP's motion for summary judgment.

3. As part of my responsibilities in this case, I performed and supervised a detailed, word-for-word review of Cargill's and CTP's standard grower contracts from the years 1977, 1983, 1985, 1986, 1990, and 1993-2006.<sup>1</sup> These contract years represent all standard grower contracts that Cargill and CTP located in the course of discovery in this case.

4. Various changes were made to the standard grower contracts over time. Of the contracts listed in paragraph 3, above, I have attached as exhibits the earliest available contract, from 1977 (Exhibit 1), as well as any later contract that reflects a change in any term in comparison to the prior available contract; specifically, 1983 (Exhibit 2), 1985 (Exhibit 3), 1990 (Exhibit 4), 1993 (Exhibit 5), 1995 (Exhibit 6), 1996 (Exhibit 7), 2000 (Exhibit 8), 2004 (Exhibit 9), and 2005 (Exhibit 10). Any contract listed in paragraph 3, above, that is not attached as an exhibit is identical to the nearest attached contract that predates it.

5. The standard grower contracts for Cargill and CTP that are listed in paragraph 3 above contain the following provisions regarding a grower's obligation to comply with law:

1977 & 1983. "Grower shall furnish a system for dead bird disposal which complies with state and local sanitation laws and regulations."<sup>2</sup>

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<sup>1</sup> Because CTP did not acquire Cargill's turkey production assets until June 1, 2004, the 1977-2004 contracts were executed by Cargill, and the 2005 and later contracts were executed by CTP. See Ex. F to Mem. in Supp. of Mot. for Summ. J. (Contribution Agreement)

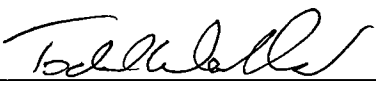
<sup>2</sup> See Ex. 1: 1977 Contract at ¶ 21; Ex. 2: 1983 Contract at ¶ 21

1985, 1986 & 1990. "Grower agrees to comply with all applicable state, county, local and federal health laws." "Grower shall furnish a system for dead bird disposal which complies with state and local sanitation laws and regulations."<sup>3</sup>

1993 – 2003. "Grower agrees to comply with all applicable state, local, and federal laws and requirements, including but not limited to health and environmental regulations." "Grower shall furnish a system for dead bird disposal which complies with all applicable health, sanitation, and environmental laws and regulations."<sup>4</sup>

2004 – 2006. "Grower agrees to comply with all applicable state, local, and federal laws and requirements, including but not limited to health and environmental regulations." "Grower will dispose of dead birds in accordance with (a) applicable legal standards ...."<sup>5</sup>

THIS CONCLUDES MY DECLARATION

  
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Todd Walker

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<sup>3</sup> See Ex. 3: 1985 Contract at ¶¶ 8, 21 (1986 Contract identical); Ex. 4: 1990 Contract at ¶¶ 8, 21.

<sup>4</sup> See Ex. 5: 1993 Contract at ¶¶ 13, 22 (1994 Contract identical); Ex. 6: 1995 Contract at ¶¶ 13, 22; Ex. 7: 1996 Contract at ¶¶ 13, 23 (1997-1999 Contracts identical); Ex. 8: 2000 Contract at ¶¶ 13, 23.

<sup>5</sup> See Ex. 9: 2004 Contract at ¶¶ 13, 23; Ex. 10: 2005 Contract at ¶¶ 13, 23 (2006 contract identical).